# Exhibit E

## **Jared Perez**

From: Alexandra de Alejo [Alexandra.deAlejo@gray-robinson.com]

**Sent:** Thursday, April 26, 2012 3:09 PM

To: Carrie Rehus Cc: Gianluca Morello

Subject: RE: Securities and Exchange Commission v. Nadel, et al., Case No. 8:09-cv-87-T-26TBM

(M.D. Fla.)

Attachments: SKMBT 60010082710270.pdf; SKMBT 75010090213150.pdf

Mr. Morrello,

I attach the proof of claims submitted by BB&T for both properties. Please call me at your earliest convenience to discuss this matter.

Thank you.

## Alexandra de Alejo

Associate Attorney GrayRobinson, P.A. 201 North Franklin Street, Suite 2200 P.O. Box 3324 (33601-3324) Tampa, Florida 33602 Main: 813-273-5000 | Fax: 813-273-5145

Email: Alexandra.deAlejo@gray-robinson.com

#### **GRAY | ROBINSON**

ATTORNEYS AT LAW

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From: Carrie Rehus [mailto:CRehus@wiandlaw.com]

Sent: Thursday, April 26, 2012 11:28 AM

**To:** Alexandra de Alejo **Cc:** Gianluca Morello

Subject: Securities and Exchange Commission v. Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.)

Ms. de Alejo:

Please see attached correspondence from Gianluca Morello in connection with the above matter.

Thanks,

# WIAND GUERRA KING

Carrie A. Rehus

Assistant to Gianluca Morello and Michael S. Lamont

3000 BAYPORT DRIVE 1 SUITE 600 1 TAMPA, FL 33607

PHONE: 813.347.5129 | FAX: 813.347.5198

EMAIL: crehus@wiandlaw.com | www.wiandlaw.com

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# PROOF OF CLAIM FORM

SECURITIES AND EXCHANGE COMMISSION, Plaintiff,

٧.

ARTHUR NADEL, SCOOP CAPITAL, LLC, SCOOP MANAGEMENT, INC.,

Defendants,

SCOOP REAL ESTATE, L.P., VALHALLA INVESTMENT PARTNERS, L.P., VALHALLA MANAGEMENT, INC., VICTORY IRA FUND, LTD., VICTORY FUND, LTD., VIKING IRA FUND, LLC, VIKING FUND, LLC, AND VIKING MANAGEMENT, LLC,

Relief Defendants.

Case Number: 8:09-CV-00087-T-26TBM

U.S. District Court Middle District of Florida (Tampa Division)

Name and address of Claimant (Please print or type):

Account Name: Fund Name:

#### ATTENTION:

The Honorable Richard A. Lazzara of the United States District Court, Middle District of Florida, entered Orders appointing Burton W. Wiand as Receiver of SCOOP CAPITAL, LLC; SCOOP MANAGEMENT, INC.; SCOOP REAL ESTATE, L.P.; VALHALLA INVESTMENT PARTNERS, L.P.; VALHALLA MANAGEMENT, INC.; VICTORY FUND, LTD.; VICTORY IRA FUND, LTD.; VIKING IRA FUND, LLC; VIKING FUND, LLC; VIKING MANAGEMENT, LLC; VENICE JET CENTER, LLC; TRADEWIND, LLC; LAUREL MOUNTAIN PRESERVE, LLC; LAUREL PRESERVE, LLC; THE MARGUERITE J. NADEL REVOCABLE TRUST UAD 8/2/07; THE LAUREL MOUNTAIN PRESERVE HOMEOWNERS ASSOCIATION, INC.; THE GUY-NADEL FOUNDATION, INC.; LIME AVENUE ENTERPRISES. LLC; A VICTORIAN GARDEN FLORIST, LLC; VIKING OIL & GAS, LLC; and HOME FRONT HOMES, LLC (individually, "Receivership Entity," and collectively, "Receivership Entities"). On April 21, 2010, the Court issued an Order establishing a Claim Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. In order to be eligible to receive a distribution from the Receivership Entities' assets, you must complete and return this Proof of Claim Form and, if applicable, provide the requested documentation, so that it is received on or before September 2, 2010, to Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607. The proper filing of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted.

The information provided in this Proof of Claim Form will be used to calculate your distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided in order to determine the proper distribution amount, if any, to which you may be entitled. The Receiver further has the right to amend any information he may have provided as to your Net Investment Amount. By identifying and providing a Net Investment Amount for an account the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.

# IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM

ANY PERSON OR ENTITY SUBMITTING THIS PROOF OF CLAIM FORM SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS TO ANY CLAIMS, OBJECTIONS, DEFENSES, OR COUNTERCLAIMS THAT COULD BE OR HAVE BEEN ASSERTED BY THE RECEIVER AGAINST SUCH CLAIMANT OR THE HOLDER OF SUCH CLAIM IN CONNECTION WITH THIS RECEIVERSHIP, INCLUDING THOSE ARISING OUT OF (1) ANY DEALING OR BUSINESS TRANSACTED BY OR WITH ANY RECEIVERSHIP ENTITY OR (2) ANY DEALING OR BUSINESS TRANSACTED THAT RELATES IN ANY WAY TO ANY RECEIVERSHIP PROPERTY. FURTHER, CLAIMANTS WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CLAIMS, OBJECTIONS, DEFENSES, AND COUNTERCLAIMS. IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS NOT RECEIVED BY THE RECEIVER AT THE ABOVE-REFERENCED ADDRESS BY SEPTEMBER 2, 2010, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

Ge	You <u>must</u> answer each and every question. Please answer each question as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." Do not write "NA," "N/A" or the like. If the answer to the question is "no" or "none," please answer as such.
1.	Full name of person completing this form. Michael Pocis/
2.	If this form is being completed on behalf of a person or entity other than the person listed in question 1, please provide the name of the person or entity with an interest in the Receivership Entities' assets.
	Most Applicable
3.	If this form is being completed on behalf of an entity, please provide the full name of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.  Reaction of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.  Reaction of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.  Reaction of the entity of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.
4.	Current address and telephone number of person completing this form.  30   College Street
	Greenville, SC 29601
	864-242-8720
5.	Current address and telephone number of person or entity with an interest in the Receivership Entities' assets (if different from answer to question 4).
distance of the second	Same
3.	Provide one mailing address where you (or the person/entity on whose behalf you are acting) authorize the receipt of all future communications relating to this claim, including any possible distribution payment you may receive. It is your responsibility to advise the Receiver of any change to this address after the submission of this form.
	Please refer to Exhibit A attached to this document. If sufficient information is available, this Exhibit provides the following information for the identified "account:" (1) the total amount invested; (2) the total amount received; and (3) the Net Investment Amount. If you received funds unrelated to your investment in an "account" (for example, incentive fees), those amounts will also appear in the attached Exhibit. Do the amounts listed in the Exhibit accurately represent the amount of your investment into and all amounts received from that account and any other funds you received from the Receivership Entities? Failure to respond to this question will mean that you agree with the amounts listed in the Exhibit.
	Yes No.

	If you answered yes, you do not have to respond to questions 8 and 9.
8.	Please provide the following information regarding your investment in or with, or interest in, any Receivership Entity, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer:
	1 <sup>st</sup> investment in or with the Receivership Entities:
Ì	totaled \$
	was made on(date);
	through a check (or wire transfer) made payable to and drawn on account
	number with (identify financial institution); for
	(identify the purported fund or other entity through which your investment in or
	with the Receivership Entities was made).
	If applicable, 2 <sup>nd</sup> investment in or with the Receivership Entities:
	totaled \$
	was made on (date);
	through a check (or wire transfer) made payable to and drawn on account number with
	(identity infancial
	institution); for (identify the purported fund or other entity through which your
	investment in or with the Receivership Entities was made).
The state of the s	If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee (or recipient) of the check (or wire transfer), (4) the account number and financial institution holding the account, and (5) the purported fund or other entity through which your investment in or with the Receivership Entities was made.
Partit Problem Securbage	Total amount you are claiming you invested in the Receivership Entities: \$ 200 Applicate
9.	Have you ever received <u>any</u> amount from a Receivership Entity, either as a distribution on your investment or for any other reason?YesNo. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers.
	Date Amount Payor/Payee of check/wire
	A
	B
	C
	If any additional amounts were received from any Receivership Entity, please attach a separate sheet identifying those amounts, the dates on which they were received, and the payor and payee of the check(s) or wire transfers.
	Total amount you are claiming you received from the Receivership Entities: \$
10.	Was any deposit into this account transferred from any other account with any Receivership Entity?  YesNo. If yes, please identify the date of any such transfer(s), the account name(s) and Receivership Entity from which the funds were transferred, and the amount of the transfer(s).

11.	Was your investment funded in any part with an investment in or funds received or transferred from any "investment club" operated by Arthur Nadel, such as Harmony Investment Club, Indigo Investment Club, or Traders Investment Club? YesNo.
	If you answered yes, please identify with specificity the funds received or transferred, the date of any such transfer, and the name of the investment club from which the funds originated.
12.	Have you filed or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings; or made any demands against any person or entity, relating in any way to your investment in or with any Receivership Entity, including against (i) financial institutions; (ii) employees, officers, directors, representatives, other investors, or shareholders of any Receivership Entity; (iii) brokers or agents; or (iv) any other person or entity?  Yes No.
	If you answered yes, please identify with specificity the nature and status of any lawsuits, arbitrations, actions, other proceedings or demands that you have filed, made or otherwise commenced. Please include the name of the attorney and/or firm who commenced any such proceeding or made any such demand on your behalf.
3.	If you were not an investor in a Receivership Entity, state how you claim an interest in any distribution by the Receivership Entities (for example, if you are the beneficiary of a deceased investor, the investment was assigned or sold to you, or you provided services or goods to the Receivership Entities for which you have not been paid).
	Mortgage born in the Name of Arthur and Marguerite.  NADER. Total Amount due \$ 271,528.82
4.	Did you receive anything of value other than money from any Receivership Entity at any point in time (for example, fax machines, shares of stock)? Yes No. If yes, please identify what you received, from whom, and the date on which you received it.
5.	Identify your primary contact person(s) at the Receivership Entities.
	Jeffeng Kizzo
•	
	List any other employees or other representatives of any Receivership Entity or anyone else associated with a Receivership Entity, including any accountant (such as Michael Zucker), lawyer (such as lawyers associated with Holland & Knight LLP), or investment or trading representative (such as anyone associated with Shoreline Group, LLC) with whom you communicated or dealt.  Page 4 of 5

	not appresse
17.	Please identify with specificity the way in which you came to learn about the Receivership Entities and thereafter invest in or with any of them, including the person who introduced you to the Receivership Entities, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of the Receivership Entities, information that you relied on, and any other information.
	Advised by Foreclosure Attorney
docu <b>Gue</b>	ise submit this completed and signed, under penalty of perjury, Proof of Claim Form and legible copies of any umentation requested in this form to Burton W. Wiand, Receiver, c/o Maya M. Lockwood., Esquire, Wiand erra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607 SO THAT IT IS RECEIVED NO LATER IN SEPTEMBER 2, 2010.
PRO REL INVE CAN OF	YOU DO NOT AGREE WITH ANY AMOUNTS PROVIDED ON EXHIBIT A OR NO AMOUNTS WERE DIVIDED ON EXHIBIT A, YOU MUST PROVIDE ALL DOCUMENTS OR OTHER MATERIAL THAT IS ATED IN ANY WAY TO YOUR INVESTMENT IN THE RECEIVERSHIP ENTITIES, OR, IF YOU ARE NOT AN ESTOR, TO YOUR CLAIM AGAINST A RECEIVERSHIP ENTITY, INCLUDING COPIES OF YOUR ICELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING THE TRANSFER FUNDS INVESTED AND RECEIVED, STATEMENTS FROM THE RECEIVERSHIP ENTITIES, WIRE NSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM(S).
Sign	, date, print your name and title, if any.
laws	signing below, I certify <u>under penalty of perjury</u> pursuant to 28 U.S.C. § 1746 which forms part of the of the United States of America that the information provided in this form is true and correct.
Sign	- Service
Print	Name: Mike Pocisic Vice President
Date	8/27/10
Title:	Vice President

## **EXHIBIT A**

Amount Invested:
Total Payments:

**Net Investment Amount:** 

Account Name: Fund Name:

The Receiver has determined not to specify a Net Investment Amount for the above-named account, entity and/or individual. Please respond to questions 8 and 9 on the Proof of Claim Form and provide all documents and other material that supports and otherwise relates in any way to your claim, including copies of cancelled checks, bank or other financial account statements showing the transfer of funds invested and received, statements from the Receivership Entities, wire transfer confirmations, and any other documents regarding your claim.

THE RECEIVER HAS PROVIDED THE ABOVE INFORMATION BASED UPON DOCUMENTS AVAILABLE TO HIM. THESE FIGURES ARE BELIEVED TO BE ACCURATE AND REASONABLE CONCLUSIONS. PLEASE CAREFULLY REVIEW THE ABOVE AMOUNTS. IF THE NUMBERS PROVIDED ARE NOT CONSISTENT WITH YOUR RECORDS, IT IS YOUR OBLIGATION TO PROVIDE TRUE AND CORRECT INFORMATION TO THE RECEIVER. IF YOU CONFIRM THAT THE ABOVE AMOUNTS ACCURATELY REPRESENT THE AMOUNT INVESTED INTO AND ALL AMOUNTS RECEIVED FROM THE ABOVE-NAMED ACCOUNT AND ANY OTHER FUNDS YOU RECEIVED FROM THE RECEIVERSHIP ENTITIES, YOU ARE DOING SO UNDER PENALTY OF PERJURY.

BY IDENTIFYING AND PROVIDING THE ABOVE FIGURES, THE RECEIVER DOES NOT WAIVE ANY RIGHT TO (1) DENY, CONTEST THE VALIDITY OF, OR OTHERWISE OBJECT TO A CLAIM OR, (2) IF WARRANTED, AMEND ANY OF THE PROVIDED FIGURES.

PAY4 6	612432471	AS-OF	09/01/10	PAYOFF CALCULATION	TOTALS	08/26/10	09:16:13
NAME A	NADEL		NAME ARTHU				

PRINCIPAL BALANCE	248,941.73			RATE CHAN	GES
INTEREST 09/01/10	17,737.04	CALC	INT FROM	RATE	AMOUNT
PRO RATA MIP/PMI	.00		01/01/09	5.37500	6,690.30
ESCROW ADVANCE	2,146.24		07/01/09	3.87500	9,646.44
ESCROW BALANCE	.00		07/01/10	3.37500	1,400.30
SUSPENSE BALANCE	.00		09/01/10		·
HUD BALANCE	.00				
REPLACEMENT RESERVE	.00				
RESTRICTED ESCROW	.00				
TOTAL-FEES	.00				
ACCUM LATE CHARGES	973.21				
ACCUM NSF CHARGES	25.00				
OTHER FEES DUE	169.60				
PENALTY INTEREST	.00				
FLAT/OTHER PENALTY FEE	.00		TOTAL INTER	EST	17,737.04
CR LIFE/ORIG FEE RBATE	.00		TOTAL TO PA	YOFF	271,528.82
RECOVERABLE BALANCE	1,536.00	NUMBE:	R OF COPIES:	1 PRES	S PF1 TO PRINT

MULTIPLE IR CHANGE PERIODS CROSSED - CALCULATIONS ARE SUSPECT

# ADJUSTABLE RATE NO'IE

(1 Year LIBOR Index - Rate Caps - Fixed Rate Conversion Option)

(Assumable during Life of Loan) mW 1001599 661 2432 4715

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY THIS NOTE ALSO CONTAINS AN OPTION TO CONVERT MY ADJUSTABLE INTEREST RATE TO A FIXED RATE

JUNE 14, 2004

Asheville [Cuy]

North Carolina (State)

131 Garren Creek Road, Fairview, NC 28730

[Property Address]

#### 1 BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 268,000 00 (this amount is called "Principal"), plus interest, to the order of the Lender The Lender is Branch Banking and Trust Company

I will make all payments under this Note in the form of cash, check or money order

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is cutified to receive payments under this Note is called the "Note Holder"

#### 2 INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4 625% The interest rate I will pay will change in accordance with Sections 4 or 5 of this Note.

The interest rate required by this Section 2 and Sections 4 or 5 of this Note is the rate I will pay both before and after any default described in Section 8(B) of this Note

## 3 PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month

I will make my monthly payment on the first day of each month beginning on August 1, 2004

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal II, on July 1, 2034 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date"

I will make my monthly payments at 223 West Nash Street, Wilson, NC 27893

or at a different place it required by the Noie Holder

## (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U S \$ 1,377 89 change

This amount may

#### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Sections 4 or 5 of this Note.

## 4 INTERESTRATE AND MONTHLY PAYMENT CHANGES

UMS0 0108

#### (A) Change Dates

The initial interest rate I will pay may change on the first day of July, 2007 , and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date"

DOC # 533131

APPL # 7000466121

LOAN # 6612432471

MULTISTATE CONVERTIBLE ADJUSTABLE RATE NOTE - 1 Year LIBOR Index (Assumable) - Single Family - Freddie Mac UNIFORM INSTRUMENT

Form 3547 8/01

857N (0108)

VMP MORTGAGE FORMS (800)521 7291

Page 1 of 5

(nutrate (20) PO



#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Tournal*. The most recent Index tignic available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One Quarter percentage points ( 2 250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0 125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

2 625 % Thereafter, my interest rate will never be increased or decreased on any single Change Date by by more than Two percentage point(s) ( 2 000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than

9 625 % (like "Maximum Rate")

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again

## (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

# 5 FIXED INTEREST RATE CONVERSION OPTION

## (A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the First. Change Date and ending on the Fifth. Change Date Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date"

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that (i) I must give the Note Holder notice that I want to do so, (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument, (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S., and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

#### (B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus Zero and Five Eighths of one percentage point ( 625 %), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus Zero and Five Eighths of one percentage point ( 625 %) If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above

## (C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly

DOC # 533132

APPL # 7000466121

LOAN # 6612432471 Form 3547 8/91

Initials an ON

payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date

## 6 BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known is a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change. Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

## 7 LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 8 BORROWER'S FAILURE TO PAY AS REQUIRED

## (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4 000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

#### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time

#### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees

#### 9 GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address

## 10 OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

DOC # 533133

APPL # 7000466121

LOAN # 6612432471 Form 3547 8/01

-857N (0108)

#### II' WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor "Presentment" means the right to require the Note Holder to demand payment of amounts due "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid

## 12 UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdiction. In addition to the protections given to the total Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. This Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows.

(A) UNTIL I EXERCISE MY CONVERSION OPTION UNDER THE CONDITIONS STATED IN SECTION 5 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT IS DESCRIBED AS FOLLOWS

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) IF I EXERCISE MY CONVERSION OPTION UNDER THE CONDITIONS STATED IN SECTION 5 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 12(A) ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

DOC # 533134

APPL # 7000466121

LOAN # 6612432471 Form 3547 8/01



# WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Arthur Nadel (Seal) -Borrower	Marguerite J. Nadel (Scal)  Marguerite J. Nadel (Scal)	
(Seal) -Borrower	(Scal)	
(Seal)	(Scal) -Borrower	
(Seal) Borrower	(Seal) Borrower	
	[Sign Original Only]	

# PROOF OF CLAIM FORM

SECURITIES AND EXCHANGE COMMISSION. Plaintiff,

ARTHUR NADEL, SCOOP CAPITAL, LLC, SCOOP MANAGEMENT, INC.,

Defendants,

SCOOP REAL ESTATE, L.P., VALHALLA INVESTMENT PARTNERS, L.P., VALHALLA MANAGEMENT, INC., VICTORY IRA FUND, LTD., VICTORY FUND, LTD., VIKING IRA FUND, LLC, VIKING FUND, LLC, AND VIKING MANAGEMENT, LLC,

Relief Defendants.

Case Number: 8:09-CV-00087-T-26TBM

U.S. District Court Middle District of

Florida (Tampa Division)

Name and address of Claimant

(Please print or type): BRANCH BANKING & TRUST One West Pack Square, Box 2

Account Walter NC 28801

Fund Name:

Laurel Preserve, LLC

#### ATTENTION:

The Honorable Richard A. Lazzara of the United States District Court, Middle District of Florida, entered Orders appointing Burton W. Wiand as Receiver of SCOOP CAPITAL, LLC; SCOOP MANAGEMENT, INC.; SCOOP REAL ESTATE, L.P.; VALHALLA INVESTMENT PARTNERS, L.P.; VALHALLA MANAGEMENT, INC.; VICTORY FUND, LTD.; VICTORY IRA FUND, LTD.; VIKING IRA FUND, LLC; VIKING FUND, LLC; VIKING MANAGEMENT, LLC; VENICE JET CENTER, LLC; TRADEWIND, LLC; LAUREL MOUNTAIN PRESERVE, LLC; LAUREL PRESERVE. LLC; THE MARGUERITE J. NADEL REVOCABLE TRUST UAD 8/2/07; THE LAUREL MOUNTAIN PRESERVE HOMEOWNERS ASSOCIATION, INC.; THE GUY-NADEL FOUNDATION, INC.; LIME AVENUE ENTERPRISES. LLC: A VICTORIAN GARDEN FLORIST, LLC; VIKING OIL & GAS, LLC; and HOME FRONT HOMES, LLC (individually, "Receivership Entity," and collectively, "Receivership Entities"). On April 21, 2010, the Court issued an Order establishing a Claim Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. In order to be eligible to receive a distribution from the Receivership Entities' assets, you must complete and return this Proof of Claim Form and, if applicable, provide the requested documentation, so that it is received on or before September 2, 2010, to Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607. The proper filing of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted.

The information provided in this Proof of Claim Form will be used to calculate your distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided in order to determine the proper distribution amount, if any, to which you may be entitled. The Receiver further has the right to amend any information he may have provided as to your Net Investment Amount. By identifying and providing a Net Investment Amount for an account the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.

## IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM

ANY PERSON OR ENTITY SUBMITTING THIS PROOF OF CLAIM FORM SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS TO ANY CLAIMS, OBJECTIONS, DEFENSES, OR COUNTERCLAIMS THAT COULD BE OR HAVE BEEN ASSERTED BY THE RECEIVER AGAINST SUCH CLAIMANT OR THE HOLDER OF SUCH CLAIM IN CONNECTION WITH THIS RECEIVERSHIP, INCLUDING THOSE ARISING OUT OF (1) ANY DEALING OR BUSINESS TRANSACTED BY OR WITH ANY RECEIVERSHIP ENTITY OR (2) ANY DEALING OR BUSINESS TRANSACTED THAT RELATES IN ANY WAY TO ANY RECEIVERSHIP PROPERTY. FURTHER, CLAIMANTS WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CLAIMS, OBJECTIONS, DEFENSES, AND COUNTERCLAIMS. IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS NOT RECEIVED BY THE RECEIVER AT THE ABOVE-REFERENCED ADDRESS BY SEPTEMBER 2, 2010, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

Ge	reral Instructions: You must answer each and every question. Please answer each question as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." Do not write "NA," "N/A" or the like. If the answer to the question is "no" or "none," please answer as such.
1.	Full name of person completing this form. Holly Decker, Businesss Services Officer, BB&T
2.	If this form is being completed on behalf of a person or entity other than the person listed in question 1, please provide the name of the person or entity with an interest in the Receivership Entities' assets.
	BB&T (Branch Banking & Trust of NC)
3.	If this form is being completed on behalf of an entity, please provide the full name of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.  BB&T, Commercial Loan Division, Western Region of NC
4.	Current address and telephone number of person completing this form.  One West Pack Square, Box 2, Asheville, NC 28801
5.	Current address and telephone number of person or entity with an interest in the Receivership Entities' assets (if different from answer to question 4).  828-225-2031 or 828-225-2041
6.	Provide one mailing address where you (or the person/entity on whose behalf you are acting) authorize the
	receipt of all future communications relating to this claim, including any possible distribution payment you may receive. It is your responsibility to advise the Receiver of any change to this address after the submission of this form.  BB&T, Attention: Holly Decker, ONe West Pack Square, Asheville, NC 28801
7.	Please refer to Exhibit A attached to this document. If sufficient information is available, this Exhibit provides the following information for the identified "account:" (1) the total amount invested; (2) the total amount received; and (3) the Net Investment Amount. If you received funds unrelated to your investment in an "account" (for example, incentive fees), those amounts will also appear in the attached Exhibit. Do the amounts listed in the Exhibit accurately represent the amount of your investment into and all amounts received from that account and any other funds you received from the Receivership Entities? Failure to respond to this question will mean that you agree with the amounts listed in the Exhibit.
	Yes No.

	If you answered yes, you do not have to respond to questions 8 and 9.
8.	Please provide the following information regarding your investment in or with, or interest in, any Receivership Entity, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer:
1	<sup>st</sup> investment in or with the Receivership Entities:
	totaled \$384,578,56
	was made on(date);
Loa	through a check (or wire transfer) made payable to Laurel Preserve, LLC and drawn on account
	Laurel Preserve, LLC (identify the purported fund or other entity through which your investment in or
	with the Receivership Entities was made).
	If applicable, 2 <sup>nd</sup> investment in or with the Receivership Entities:
	totaled \$
	was made on (date);
	through a check (or wire transfer) made payable to and drawn on account
	number with (identify financial
	institution); for (identify the purported fund or other entity through which your
	investment in or with the Receivership Entities was made).
	If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee (or recipient) of the check (or wire transfer), (4) the account number and financial institution holding the account, and (5) the purported fund or other entity through which your investment in or with the Receivership Entities was made.
	Total amount you are claiming you invested in the Receivership Entities: \$384,578.56
9.	Have you ever received <u>any</u> amount from a Receivership Entity, either as a distribution on your investment or for any other reason? X Yes No. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers.
	<u>Date</u> <u>Amount</u> <u>Payor/Payee of check/wire</u>
	A Please see attached loan payment
	B
	C
	If any additional amounts were received from any Receivership Entity, please attach a separate sheet identifying those amounts, the dates on which they were received, and the payor and payee of the check(s) or wire transfers.
	Total amount you are claiming you received from the Receivership Entities: \$384,578.56
10.	Was any deposit into this account transferred from any other account with any Receivership Entity?  Yes No. If yes, please identify the date of any such transfer(s), the account name(s) and Receivership Entity from which the funds were transferred, and the amount of the transfer(s).  We have no way of knowing.

11.	Was your investment funded in any part with an investment in or funds received or transferred from any "investment club" operated by Arthur Nadel, such as Harmony Investment Club, Indigo Investment Club, or Traders Investment Club? Yes No.
	If you answered yes, please identify with specificity the funds received or transferred, the date of any such transfer, and the name of the investment club from which the funds originated.
	We have no way to trace funds used to pay for loan payments.
12.	Have you filed or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings; or made any demands against any person or entity, relating in any way to your investment in or with any Receivership Entity, including against (i) financial institutions; (ii) employees, officers, directors, representatives, other investors, or shareholders of any Receivership Entity; (iii) brokers or agents; or (iv) any other person or entity? YesxNo.
	If you answered yes, please identify with specificity the nature and status of any lawsuits, arbitrations, actions, other proceedings or demands that you have filed, made or otherwise commenced. Please include the name of the attorney and/or firm who commenced any such proceeding or made any such demand on your behalf.
13.	If you were not an investor in a Receivership Entity, state how you claim an interest in any distribution by the Receivership Entities (for example, if you are the beneficiary of a deceased investor, the investment was assigned or sold to you, or you provided services or goods to the Receivership Entities for which you have not been paid).
	Laurel Preserve, LLC owes BB&T \$378,076.95 for a commercial loan
	collateral is 10 Laurel Cottage Lane, Black Möuntain, NC 28711
	This collateral is held in the control of the Receiver
14.	Did you receive anything of value other than money from any Receivership Entity at any point in time (for example, fax machines, shares of stock)? Yes x No. If yes, please identify what you received, from whom, and the date on which you received it.
15.	Identify your primary contact person(s) at the Receivership Entities.
	Laurel Preserve - Arthur Nadel
16.	List any other employees or other representatives of any Receivership Entity or anyone else associated with a Receivership Entity, including any accountant (such as Michael Zucker), lawyer (such as lawyers associated with Holland & Knight LLP), or investment or trading representative (such as anyone associated with Shoreline Group, LLC) with whom you communicated or dealt

	Marguerite "Peg" Nadel .
17.	Please identify with specificity the way in which you came to learn about the Receivership Entities and thereafter invest in or with any of them, including the person who introduced you to the Receivership Entities, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of the Receivership Entities, information that you relied on, and any other information.
	This claim is for a commercial loan in the name of Laurel Mountain
	Preserve, LLC. Loan number is 9511600232-00001.
	Arthur and Peg Nadel approached BB&T for funding for the loan.
Gue THA IF N PRO REL INVI CAN OF TRA	under penalty of perjury, Proof of Claim Form and legible copies of any under requested in this form to Burton W. Wiand, Receiver, c/o Maya M. Lockwood., Esquire, Wiand P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607 SO THAT IT IS RECEIVED NO LATER IN SEPTEMBER 2, 2010.  YOU DO NOT AGREE WITH ANY AMOUNTS PROVIDED ON EXHIBIT A OR NO AMOUNTS WERE DVIDED ON EXHIBIT A, YOU MUST PROVIDE ALL DOCUMENTS OR OTHER MATERIAL THAT IS LATED IN ANY WAY TO YOUR INVESTMENT IN THE RECEIVERSHIP ENTITIES, OR, IF YOU ARE NOT AN ESTOR, TO YOUR CLAIM AGAINST A RECEIVERSHIP ENTITY, INCLUDING COPIES OF YOUR INCELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING THE TRANSFER FUNDS INVESTED AND RECEIVED, STATEMENTS FROM THE RECEIVERSHIP ENTITIES, WIRE LANSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM(S).
Ву	signing below, I certify <u>under penalty of perjury</u> pursuant to 28 U.S.C. § 1746 which forms part of the sof the United States of America that the information provided in this form is true and correct.
Prin	t Name: <u>Hölly Decker</u>
Date	e:9/2/2010
Title	:VP

## **EXHIBIT A**

Account Name: Fund Name:

BB&T Commercial Loan Division, Western Region NC

Laurel Preserve, LLC

Amount Invested: \$394,000 (original face amount of

BB&T note)

Total Payments: \$33,842.63

Net Investment Amount: \$360,157.37

The Receiver has determined not to specify a Net Investment Amount for the above-named account, entity and/or individual. Please respond to questions 8 and 9 on the Proof of Claim Form and provide all documents and other material that supports and otherwise relates in any way to your claim, including copies of cancelled checks, bank or other financial account statements showing the transfer of funds invested and received, statements from the Receivership Entities, wire transfer confirmations, and any other documents regarding your claim.

THE RECEIVER HAS PROVIDED THE ABOVE INFORMATION BASED UPON DOCUMENTS AVAILABLE TO HIM. THESE FIGURES ARE BELIEVED TO BE ACCURATE AND REASONABLE CONCLUSIONS, PLEASE CAREFULLY REVIEW THE ABOVE AMOUNTS. IF THE NUMBERS PROVIDED ARE NOT CONSISTENT WITH YOUR RECORDS, IT IS YOUR OBLIGATION TO PROVIDE TRUE AND CORRECT INFORMATION TO THE RECEIVER. IF YOU CONFIRM THAT THE ABOVE AMOUNTS ACCURATELY REPRESENT THE AMOUNT INVESTED INTO AND ALL AMOUNTS RECEIVED FROM THE ABOVE-NAMED ACCOUNT AND ANY OTHER FUNDS YOU RECEIVED FROM THE RECEIVERSHIP ENTITIES, YOU ARE DOING SO UNDER PENALTY OF PERJURY.

BY IDENTIFYING AND PROVIDING THE ABOVE FIGURES, THE RECEIVER DOES NOT WAIVE ANY RIGHT TO (1) DENY, CONTEST THE VALIDITY OF, OR OTHERWISE OBJECT TO A CLAIM OR, (2) IF WARRANTED, AMEND ANY OF THE PROVIDED FIGURES.

LC91 *** BUSINESS LOAN - HISTORY LAUREL PRESERVE LLC	INQUIRY ***  CLIENT V  TRAN AMOUNT/		1DQW DATE 09/02/10 PAGE # 001
POST-DTE EFF-DATE BAT TC CD SEQ	RATE/DATE	TRAN DESC	PRIN-BALANCE
05/07/07 05/04/07 002 11	3,174.50 3,174.50	NEW PRIN PROCEEDS	3,174.50
05/07/07 05/04/07 002 13	390,825.50	ADDL PRIN	394,000.00
05/10/07 05/09/07 002 17 58	1,500.00	ORIGINATIO CHARGED	
05/10/07 05/09/07 002 42 58	1,500.00	ORIGINATIO PAYMENT	
06/05/07 06/04/07 002 84	819.30 2,976.89 3,796.19	PRIN PMT INT PMT TOTL PMT	393,180.70

LC91 *** BUSINESS LOAN - HISTO LAUREL PRESERVE LLC	ORY INQUIRY ***  CLIENT V  TRAN AMOUNT/		1DQW DATE 09/02/10 PAGE # 002
POST-DTE EFF-DATE BAT TC CD SEQ		TRAN DESC	PRIN-BALANCE
07/10/07 07/09/07 002 84	1,011.35 2,784.84 3,796.19	PRIN PMT INT PMT TOTL PMT	392,169.35
08/07/07 08/06/07 002 84	924.78 2,871.41 3,796.19	PRIN PMT INT PMT TOTL PMT	391,244.57
09/05/07 09/04/07 002 84	932.28 2,863.91 3,796.19	PRIN PMT INT PMT TOTL PMT	390,312.29
09/19/07 09/18/07 000 02 50	8.000000	RATE CHNG	
10/10/07 10/09/07 002 84	1,123.85 2,672.34 3,796.19	INT PMT	389,188.44
CUSTOMER # 9511600232 NOTE # 000 PF4= CL44 PF7= PAGE FORWARD I		R # 95116002	32 NOTE # 00001 PF10= BANK VIEW

LC91 *** BUSINESS LOAN - HISTORY LAUREL PRESERVE LLC	INQUIRY *** TERMINAL ID 1DQW DATE 09/02/10 CLIENT VIEW PAGE # 003 TRAN AMOUNT/
POST-DTE EFF-DATE BAT TC CD SEQ	RATE/DATE TRAN DESC PRIN-BALANCE
11/01/07 10/31/07 000 02 50	7.750000 RATE CHNG
11/07/07 11/06/07 002 84	1,114.12 PRIN PMT 388,074.32 2,682.07 INT PMT 3,796.19 TOTL PMT
12/04/07 12/03/07 002 84	1,303.15 PRIN PMT 386,771.17 2,493.04 INT PMT 3,796.19 TOTL PMT
12/12/07 12/11/07 000 02 50	7.500000 RATE CHNG
01/08/08 01/07/08 002 84	1,282.74 PRIN PMT 385,488.43 2,513.45 INT PMT 3,796.19 TOTL PMT
CUSTOMER # 9511600232 NOTE # 00001	6.750000 RATE CHNG CUSTOMER # 9511600232 NOTE # 00001 PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

LC91 *** BUSINESS LOAN - HISTORY LAUREL PRESERVE LLC	INQUIRY ***  CLIENT V  TRAN AMOUNT/		DATE 09/02/10 PAGE # 004
POST-DTE EFF-DATE BAT TC CD SEQ		TRAN DESC F	RIN-BALANCE
01/31/08 01/30/08 000 02 50	6.250000	RATE CHNG	
02/05/08 02/04/08 002 84	1,418.47 2,377.72 3,796.19		384,069.96
03/05/08 03/04/08 002 84	1,894.88 1,901.31 3,796.19	INT PMT	382,175.08
03/19/08 03/18/08 000 02 50	5.500000	RATE CHNG	
04/08/08 04/07/08 002 84	1,882.99 1,913.20 3,796.19	INT PMT	380,292.09
05/01/08 04/30/08 000 02 50 CUSTOMER # 9511600232 NOTE # 00001 PF4= CL44 PF7= PAGE FORWARD PF8=			

LC91 *** BUSINESS LOAN - HISTORY LAUREL PRESERVE LLC	<pre>INQUIRY *** TERMINAL ID</pre>	1DQW DATE 09/02/10 PAGE # 005
POST-DTE EFF-DATE BAT TC CD SEQ	RATE/DATE TRAN DESC	PRIN-BALANCE
05/13/08 05/12/08 002 84	2,052.61 PRIN PMT 1,743.58 INT PMT 3,796.19 TOTL PMT	378,239.48
06/06/08 06/05/08 002 84	2,097.34 PRIN PMT 1,698.85 INT PMT 3,796.19 TOTL PMT	376,142.14
07/07/08 07/03/08 002 84	2,150.57 PRIN PMT 1,645.62 INT PMT 3,796.19 TOTL PMT	373,991.57
08/05/08 08/04/08 002 84	2,106.06 PRIN PMT 1,690.13 INT PMT 3,796.19 TOTL PMT	371,885.51

LC91 *** BUSINESS LOAN - HISTORY LAUREL PRESERVE LLC	INQUIRY *** TERMINAL ID  CLIENT VIEW  TRAN AMOUNT/	1DQW DATE 09/02/10 PAGE # 006
POST-DTE EFF-DATE BAT TC CD SEQ	·	PRIN-BALANCE
09/08/08 09/05/08 002 84	2,115.26 PRIN PMT 1,680.93 INT PMT 3,796.19 TOTL PMT	369,770.25
10/07/08 10/06/08 002 84	2,178.45 PRIN PMT 1,617.74 INT PMT 3,796.19 TOTL PMT	367,591.80
10/09/08 10/08/08 000 02 50	4.750000 RATE CHNG	
10/30/08 10/29/08 000 02 50	4.250000 RATE CHNG	
11/04/08 11/03/08 002 84	2,277.00 PRIN PMT 1,519.19 INT PMT 3,796.19 TOTL PMT	365,314.80

LC91 *** BUSINESS LOAN - HISTORY LAUREL PRESERVE LLC	INQUIRY *** TI  CLIENT VII  TRAN AMOUNT/		DATE 09/02/10 PAGE # 007
POST-DTE EFF-DATE BAT TC CD SEQ		TRAN DESC P	RIN-BALANCE
12/09/08 12/08/08 002 84	2,538.65 1,257.54 3,796.19	INT PMT	362,776.15
12/17/08 12/16/08 000 02 50	3.500000 I	RATE CHNG	
01/13/09 01/12/09 002 84	2,618.78 1 1,177.41 3 3,796.19	INT PMT	360,157.37
02/23/09 02/23/09 000 17 93		LATE FEES CHARGED	
03/23/09 03/23/09 000 17 93		LATE FEES CHARGED	

CUSTOMER # 9511600232 NOTE # 00001 CUSTOMER # 9511600232 NOTE # 00001 PF4= CL44 PF7= PAGE FORWARD PF8= PAGE BACK PF9=FINAL PAGE PF10= BANK VIEW

LC91 *** BUSINESS LOAN - HISTORY LAUREL PRESERVE LLC	CLIENT V	
POST-DTE EFF-DATE BAT TC CD SEQ	TRAN AMOUNT/ RATE/DATE	TRAN DESC PRIN-BALANCE
04/21/09 04/21/09 000 17 93	151.85	LATE FEES CHARGED
05/21/09 05/21/09 000 17 93	151.85	LATE FEES CHARGED
06/22/09 06/22/09 000 17 93	151.85	LATE FEES CHARGED
07/21/09 07/21/09 000 17 93	151.85	LATE FEES CHARGED
08/21/09 08/21/09 000 17 93	151.85	LATE FEES CHARGED
09/21/09 09/21/09 000 17 93	151.85	LATE FEES CHARGED
CUSTOMER # 9511600232 NOTE # 00001 PF4= CL44 PF7= PAGE FORWARD PF8=	CUSTOME: PAGE BACK PF	R # 9511600232 NOTE # 00001

LC91 *** BUSINESS LOAN - HISTORY LAUREL PRESERVE LLC	INQUIRY ***  CLIENT V  TRAN AMOUNT/	
POST-DTE EFF-DATE BAT TC CD SEQ		TRAN DESC PRIN-BALANCE
10/21/09 10/21/09 000 17 93	151.85	LATE FEES CHARGED
11/23/09 11/23/09 000 17 93	151.85	LATE FEES CHARGED
12/21/09 12/21/09 000 17 93	151.85	LATE FEES CHARGED
01/21/10 01/21/10 000 17 93	151.85	LATE FEES CHARGED
02/22/10 02/22/10 000 17 93	151.85	LATE FEES CHARGED
03/22/10 03/22/10 000 17 93	151.85	LATE FEES CHARGED
CUSTOMER # 9511600232 NOTE # 00001 PF4= CL44 PF7= PAGE FORWARD PF8=	CUSTOME PAGE BACK PF	R # 9511600232 NOTE # 00001

LC91 *** BUSINESS LOAN	- HISTORY INQUIRY *** T	ERMINAL ID 1DQW DATE 09/02/10
LAUREL PRESERVE LLC		EW PAGE # 009
	TRAN AMOUNT/	
POST-DTE EFF-DATE BAT TC	CD SEQ RATE/DATE	TRAN DESC PRIN-BALANCE
10/21/09 10/21/09 000 17		LATE FEES CHARGED
11/23/09 11/23/09 000 17		LATE FEES CHARGED
12/21/09 12/21/09 000 17		LATE FEES CHARGED
01/21/10 01/21/10 000 17		LATE FEES CHARGED
02/22/10 02/22/10 000 17		LATE FEES CHARGED
03/22/10 03/22/10 000 17		CHARGED
CUSTOMER # 9511600232 NOTI	E # 00001 CUSTOMER	# 9511600232 NOTE # 00001
PF4= CL44 PF7= PAGE FORM	WARD PF8= PAGE BACK PF9	=FINAL PAGE PF10= BANK VIEW

7.004	
LC91 *** BUSINESS LOAN - HISTORY LAUREL PRESERVE LLC	INQUIRY *** TERMINAL ID 1DQW DATE 09/02/10  CLIENT VIEW PAGE # 010
	TRAN AMOUNT/
POST-DTE EFF-DATE BAT TC CD SEQ	RATE/DATE TRAN DESC PRIN-BALANCE
04/01/10 04/01/10 000 17 73	350.00 OUTS APPR/ CHARGED
04/21/10 04/21/10 000 17 93	151.85 LATE FEES CHARGED
05/21/10 05/21/10 000 17 93	151.85 LATE FEES CHARGED
06/21/10 06/21/10 000 17 93	151.85 LATE FEES CHARGED
07/21/10 07/21/10 000 17 93	151.85 LATE FEES CHARGED
08/23/10 08/23/10 000 17 93	151.85 LATE FEES CHARGED
	CUSTOMER # 9511600232 NOTE # 00001
PF4= CL44 FINAL PAGE	- PF8= PAGE BACK PF10= BANK VIEW